



CITY OF ASHEVILLE, NORTH CAROLINA

ADVERTISEMENT FOR BIDS

Park Security Services

Issuing Agency: City of Asheville
Parks & Recreation Department
P.O. Box 7148
Asheville, NC 28802

All Inquiries: John Gavin, CFM
Parks Planning & Development Manager
(828) 259-5508
jgavin@ashevillenc.gov

Issue Date: March 2nd, 2016

Deadline for Questions: March 21st, 2016

Bids Due: March 22nd, 2016 3:00 P.M.

To All Interested Parties:

SEALED BIDS for annual Park Security Services will be received by the City of Asheville until 3:00 P.M. local time on Tuesday, March 22nd, 2016 in the Parks and Recreation Department on the fourth floor of Asheville City Hall, 70 Court Plaza, Asheville, North Carolina, 28802 and made to the attention of John Gavin.

GENERAL INFORMATION: The service contract will generally consist of driving to select parks on a set schedule to lock and unlock gates and restrooms in accordance with Exhibit A (attached).

The bid shall include one (1) lump sum for annual security services with labor and mileage rates broken out. The contract will have two (2), twelve (12) month renewal options based on performance.

Contractor shall be required to keep and maintain for the duration of contract commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage. The Insurance Matrix and sample Certificate of Liability Insurance are included herein. A COI must be submitted with bid to show adequate coverage.

Bidders are also notified that the City of Asheville has adopted a Drug-Free Workplace Policy requiring successful bidders to insure that a drug-free workplace is provided in the performance of any City of Asheville construction contract.

MINORITY BUSINESS PROGRAM GUIDELINES

The City of Asheville has adopted a Minority Business Plan to encourage participation by minority and women owned businesses in the award of contracts. Organizations submitting proposals are hereby notified that this bid is subject to the provisions of that Plan.

In contracting for services, the City asks that in providing your qualifications for this bid, that you indicate if you will need to subcontract any portion of the work where a subcontractor is necessary must be noted. It is expected that due diligence is accomplished to outreach to those minority and women companies providing the work you may need.

Questions regarding the Minority Business Plan may be directed to Brenda Mills, Economic Development Specialist, Community & Economic Development, City of Asheville, P.O. Box 7148, Asheville, NC 28802-7148, by phone at (828) 259-8050 or by email at bmills@ashevillenc.gov.

Access to a list of HUB (or Historically Underutilized Businesses) through the VendorLink system for the State of North Carolina. Other certifications which indicate minority or woman owned status may be used on this bid as long as they can be confirmed. There are two links for locating certified minority firms

1. <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (indicate HUB status for your search) or
2. www.doa.state.nc.us/hub (link will allow you to search for just HUB vendors)

It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

EXHIBIT A

Attached forms to return with bid:

- Bid Form
- Service Contract Agreement
- Contract Signature Page
- Drug Free Workplace Certification
- Minority Business Form(s)
- Certificate of Insurance
- Iran Divestment Act Certification Form

CONTRACTOR SCHEDULE

WINTER UNLOCKING & LOCK-UP SCHEDULE

5 MONTHS/21WEEKS NOV 1-MAR 30

UNLOCKING SCHEDULE		
DAILY		
PARK NAME	ADDRESS	DESCRIPTION
RIVERSIDE CEMETERY	53 Birch St	GATE
WALTON ST PARK	570 Walton St	GATE
FRENCH BROAD RIVER PARK	508 Riverview Dr	GATES, BR
CARRIER PARK	220 Amboy R	GATES, BR
WEST ASHEVILLE PARK	11 Vermont Ave	GATES
ROGER FARMER	71 Deaverview	GATES
RICHMOND HILL PARK	300 Richmond Hill Dr	GATES
WEAVER PARK	200 Murdock Ave	BR
AZALEA PARK / DOG PARK	498 Azalea Rd	GATES, BR
HAWCREEK PARK	40 Avon Rd	GATES, BR
CHARLIE BULLMAN PARK	719 New Haw Ck Rd	GATES (both lots)
RLK PARK	70 W. Chapel Rd	GATES
MALVERN HILLS	75 Rumbough Pl	GATES
REC PARK	72 Gashes Creek Rd	GATES
SKATE PARK	50 Cherry St	BR
KENILWORTH PARK	79 Wyoming Rd	GATES
AMBOY PARK	180 Amboy Rd	GATES

LOCK-UP SCHEDULE		
DAILY		
PARK NAME	ADDRESS	DESCRIPTION
RIVERSIDE CEMETERY	53 Birch St	GATE-Drive thru Cemetery to clear vehicles
WALTON ST PARK	570 Walton St	GATE
FRENCH BROAD RIVER PARK	508 Riverview Dr	GATES, BR
CARRIER PARK	220 Amboy R	GATES, BR
WEST ASHEVILLE PARK	11 Vermont Ave	GATES
ROGER FARMER	71 Deaverview	GATES
RICHMOND HILL PARK	300 Richmond Hill Dr	GATES
WEAVER PARK	200 Murdock Ave	BR
AZALEA PARK / DOG PARK	498 Azalea Rd	GATES, BR
HAWCREEK PARK	40 Avon Rd	GATES, BR
CHARLIE BULLMAN PARK	719 New Haw Ck Rd	GATES (both lots)
RLK PARK	70 W. Chapel Rd	GATES
MALVERN HILLS	75 Rumbough Pl	GATES
REC PARK	72 Gashes Creek Rd	GATES
SKATE PARK	50 Cherry St	BR
AMBOY PARK	180 Amboy Rd	GATES
KENILWORTH PARK	79 Wyoming Rd	GATES

All Parks Unlocked by (AM)*				
Nov	Dec	Jan	Feb	Mar
7:00	7:00	7:00	7:00	7:00
No Park Unlocked Prior to (AM)*				
Nov	Dec	Jan	Feb	Mar
4:30	4:30	4:30	4:30	4:30

No Park Locked Prior to (PM)*				
Nov	Dec	Jan	Feb	Mar
7:30	7:30	7:30	7:30	7:30

All Parks Locked by (PM)*				
Nov	Dec	Jan	Feb	Mar
10:00	10:00	10:00	10:00	10:00

*All times based on approximate sunrise/sunset

PEAK SEASON UNLOCKING & LOCK-UP SCHEDULE

7 MONTHS/31 WEEKS APR 1-OCT 31

UNLOCKING SCHEDULE		
DAILY		
PARK NAME	ADDRESS	DESCRIPTION
MAGNOLIA PARK	51 Magnolia Dr	BR
WALTON ST PARK	570 Walton St	GATE, BR
FRENCH BROAD RIVER PARK	508 Riverview Dr	GATES, BR
CARRIER PARK	220 Amboy R	GATES, BR
WEST ASHEVILLE PARK	11 Vermont Ave	GATES, BR
ROGER FARMER	71 Deaverview	GATES
MALVERN HILLS	75 Rumbough Pl	BR
RICHMOND HILL PARK	300 Richmond Hill Dr	GATES
OLD MONTFORD PARK	345 Montford Ave	BR
WEAVER PARK	200 Murdock Ave	BR
AZALEA PARK/ DOG PARK	498 Azalea Rd	GATES, BR
REC PARK	72 Gashes Creek Rd	GATES, BR
HAWCREEK PARK	40 Avon Rd	GATES, BR
CHARLIE BULLMAN PARK	719 New Haw Ck Rd	GATES (both lots)
OAKLEY PARK	749 Fairview Rd	BR
RLK PARK	70 W. Chapel Rd	GATES
AMBOY PARK	180 Amboy Rd	GATES
RIVERSIDE CEMETERY	53 Birch St	GATES
SKATE PARK	50 Cherry St	BR
KENILWORTH PARK	79 Wyoming Rd	GATES, BR

LOCK-UP SCHEDULE		
DAILY		
PARK NAME	ADDRESS	DESCRIPTION
RIVERSIDE CEMETARY	53 Birch St	GATE--Drive thru Cemetery to clear vehicles
MAGNOLIA PARK	51 Magnolia Dr	BR
WALTON ST PARK	570 Walton St	GATE, BR
FRENCH BROAD RIVER PARK	508 Riverview Dr	GATES, BR
CARRIER PARK	220 Amboy R	GATES, BR
WEST ASHEVILLE PARK	11 Vermont Ave	GATES, BR
ROGER FARMER	71 Deaverview	GATES
MALVERN HILLS	75 Rumbough Pl	BR
RICHMOND HILL PARK	300 Richmond Hill Dr	GATES
OLD MONTFORD PARK	345 Montford Ave	BR
WEAVER PARK	200 Murdock Ave	BR
AZALEA PARK/ DOG PARK	498 Azalea	GATES, BR
REC PARK	72 Gashes Creek Rd	GATES, BR
HAWCREEK PARK	40 Avon Rd	GATES, BR
CHARLIE BULLMAN PARK	719 New Haw Ck Rd	GATES (both lots)
OAKLEY PARK	749 Fairview Rd	BR
RLK PARK	70 W. Chapel Rd	GATES
AMBOY PARK	180 Amboy Rd	GATES
SKATE PARK	50 Cherry St	BR
KENILWORTH PARK	79 Wyoming Rd	GATES, BR

All Parks Unlocked by (AM)*						
Apr	May	Jun	Jul	Aug	Sep	Oct
6:30	6:30	6:30	6:30	6:30	6:30	6:30

No Park Unlocked Prior to (AM)*						
Apr	May	Jun	Jul	Aug	Sep	Oct
3:30	3:30	3:30	3:30	3:30	3:30	3:30

No Park Locked Prior to (PM)*						
Apr	May	Jun	Jul	Aug	Sep	Oct
9:00	9:00	9:00	9:00	9:00	9:00	9:00

All Parks locked by (PM)*						
Apr	May	Jun	Jul	Aug	Sep	Oct
12:00	12:00	12:00	12:00	12:00	12:00	12:00

*All times based on approximate sunrise/sunset

SCOPE OF SERVICES

Provide all labor, transportation, fuel, and all other necessary resources to lock and unlock gates and restrooms for various parks according to specific hours and dates as listed in the Lock/Un-Lock Schedule for a twelve (12) month period from July 1-June 30. **Transportation must be adequate to navigate roadways in inclement weather.**

Prior to locking restrooms the patrol officer shall ensure they are clear of individuals and cut off running water and power. In addition, the patrol officer shall facilitate the exit of all cars from all parking areas prior to locking gates. If cars are present in the park after hours, the patrol officer shall use light bars and horn as appropriate to gain the attention of customers and instruct them to return to their cars and vacate the park. If, after five minutes, car owners do not return to their cars the patrol officer shall walk strategic portions of the property for no longer than ten minutes and instruct customers to vacate the park. If, after walking the park, car owners do not return to their cars the patrol officer shall contact the non-emergency police number at (828) 252-1110 and continue the route, leaving the gate(s) open. The patrol officer shall ask the dispatch operator to tell the responding police officer to lock the gate after he/she clears the park at issue. Police will run plate checks on unattended cars and lock the gate(s) as they determine appropriate.

Bathrooms for all sole baseball/softball sites are unlocked and locked by leagues.

For night games, gates and bathrooms for baseball and softball sites and the JBL Soccer Complex are locked by leagues. Most night games are over by 10pm. As a rule of thumb, if a patrol officer arrives at a site and the lights are on, they can proceed on with their route without locking.

The patrol officer shall call the non-emergency police number at (828) 252-1110 if her/she encounters uncooperative customers or illegal activity or feels subjected to abusive or threatening behavior. The patrol officer shall call 911 for emergency situations.

The patrol officer shall notify the designated Parks and Recreation staff contact of any vandalism or damage witnessed during patrols via e-mail at the end of each shift:

James Ball, Primary Contact: jball@ashevillenc.gov (828) 552-9320

Jerry Hill, Secondary Contact: jhill2@ashevillenc.gov (828) 552-9323

John Gavin, Secondary Contact: jgavin@ashevillenc.gov (828) 552-1995

The patrol officer shall keep a log for each shift and note the time each park was visited, services performed, and any verbal exchanges with park users. Logs shall be made available to the Owner upon request.

The Contractor shall be required to work all federal, state, and local holidays.

The City may periodically request additional hours beyond bid amount for foot patrolling services as needed at select parks to monitor and enforce ordinance violations within legal parameters. Such services shall be paid at the fixed daily labor and mileage rate.

RATES:

Lump Sum Annual: \$ _____

Hourly Rate for Labor: \$ _____

Mileage Rate: \$ _____

All rates include state and federal holidays

INVOICING:

All invoices shall be submitted monthly in the amount of \$ _____. Fees for additional mileage or hours to complete the minimum Scope of Services or fees for additional services as requested by the Owner shall be broken out on each invoice separately with a brief explanation.



PARK SECURITY

BID FORM

Base Bid: Lock and Unlock Services

Provide all labor, transportation, fuel, and all other necessary resources to lock gates and restrooms for various parks in strict accordance to Exhibit A for a twelve (12) month period (July 1-June 30) with an option for two (2), twelve (12) month renewals based on performance.

Lump Sum Annual: \$ _____ and ____ /100

Breakouts:

Hourly Rate for Labor: \$ _____

Mileage Rate: \$ _____

Date Submitted

Company Name

Signature of Owner/President

Printed Name

Corporate Seal

Documentation required with Bid
(Check off)

____ Insurance Certificate

STATE OF NORTH CAROLINA

SERVICE CONTRACT

NUMBER _____

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this ____ day of _____ 20____, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City")), and _____ (state of incorporation or type of organization) hereinafter referred to as ("CONTRACTOR").

W I T N E S S E T H :

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

- a. CONTRACTOR shall provide **PARK SECURITY SERVICES** as set forth in Exhibit A.
- b. The term of this contract shall be from _____.
- c. The City will compensate the CONTRACTOR a maximum amount of \$_____. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$_____ per hour. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
- d. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the _____ or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
- e. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
- f. INSURANCE. The work performed under this Agreement has been classified as a _____ **MEDIUM** risk profile. The Contractor agrees to keep and maintain for the duration of this Agreement including but not

limited to commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage in the amounts shown on the **City of Asheville Minimum Insurance Coverage and Requirements Matrix in effect as of the date of this Agreement incorporated herein to this Agreement and available to the Contractor upon request.** The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as an additional insured on all coverages, except worker's compensation. In the event of cancellation, substantial changes or nonrenewal, the Contractor and insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed by Contractor until Contractor has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. In the event the Certificate of Liability Insurance includes a disclaimer, Contractor shall cause his Insurer to issue a Form CG20 10, or other Additional Insured Amendatory Endorsement showing City of Asheville as Additional Insured.

- g. CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.
- h. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
- i. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
- j. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
- k. Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum

of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B. TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.
- D. SEVERABILITY: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- E. GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENT OF CITY CONTRACTS:

- 1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

CONTRACTOR will comply with the City's Drug Free Workplace policy.

- 3. Minority Business Plan

The City of Asheville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions regarding the Minority Business Outreach Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at minoritybusiness@ashevillenc.gov or

bmills@ashevillenc.gov . You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of

North Carolina's VendorLink search) or www.doa.state.nc.us/hub (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **All bidders are notified that they must show proof of minority or woman business status for purposes of this bidding opportunity if they do not use the Office of Historically Underutilized Businesses as their source for outreach efforts.** It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

4. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

Contract Signature Page

Contract # _____
Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by it's duly authorized official as of the day and year written above.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

Department Director

DATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer

DATE

City Manager's signature, if required
Attest to: CITY OF ASHEVILLE

City Clerk
(Corporate Seal)

BY: _____ DATE _____
City Manager

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 20_____

Notary Public
Printed Name:

My Commission Expires: _____

Remove this Statement and insert one of the following signature paragraphs plus notary witness on this Contract Signature page, depending on the type of business you are contracting with. ONLY USE ONE OF THE FOLLOWING SIGNATURE STATEMENTS ON THIS CONTRACT AGREEMENT FORM!

Individual Person / Sole Proprietorship

or

Partnership

or

Corporation

or

Limited Liability Corporation

City of Asheville Contract Number _____

INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM

Signature: _____
Owner

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State, do hereby certify that
_____ personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

PARTNERSHIP SIGNATURE FORM

Signature: _____
General Partner

Name of Partnership

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that
_____, General Partner of _____ Partnership, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

CORPORATION SIGNATURE FORM

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Insert Name of Corporation)

By: _____
(Insert signature and title of officer)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public of the aforesaid County and State,
certify that _____ personally came before me this day and
(Insert Name of Person Signing)

acknowledged that he/she is _____ of _____
(Insert Title of Office) (Insert Name of Corporation)

corporation, and that he/she, as _____, being authorized to do so,
(Insert Title of Person Signing)
executed the foregoing on behalf of the said corporation.

Witness my hand and notarial seal this _____ day of _____, 20_____

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

LIMITED LIABILITY CORPORATION (LLC) FORM

BY: _____
Name of Limited Liability Corporation

Signature: _____
Member/Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State do hereby certify that
_____, Member/Manager of _____, a limited liability company,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument
on behalf of the company.

Witness my hand and notarial seal this _____ day of _____, 20____

Notary Public
Printed Name: _____
My Commission Expires: _____

CITY OF ASHEVILLE DRUG-FREE WORKPLACE POLICY NOTIFICATION

All contractors with the City of Asheville shall provide a Drug-Free Workplace, as set forth in the guidelines below, during the performance of this contract.

This obligation shall be met by:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the work place, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violation;
- c) Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d) Notifying the City of Asheville within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of drug crime; and
- f) Making a good faith effort to continue to maintain a drug-free workplace for employees.

If the prospective contractor is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to comply with the above drug-free workplace requirements during the performance of the contract shall be grounds for suspension, termination, or debarment.

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

DRUG-FREE WORKPLACE CERTIFICATION

_____, Contractor with the City of Asheville for
(Contractor's name)
the project known as _____, certifies that the City's
Drug-Free Workplace Policy, as set forth in the Bid Documents ("Policy"), has been
reviewed by or explained to the officers, agents and employees of _____
_____, and _____
(Contractor's name)
hereby agrees that the Policy is a part of the Contract and _____
(Contractor's name)
further certifies that _____ will comply with the
requirements thereof.

This the _____ day of _____, 20____.

Contractor's Name

Attest:

Secretary/Treasurer
(Corporate Seal)

By: _____
President / Vice President

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

City of Asheville

Minimum Insurance Requirements

Effective March 2014

Insurance Coverage	<u>Low</u> Risk Profile	<u>Medium</u> Risk Profile (Standard Limits)	<u>High</u> Risk Profile
Commercial General Liability <u>Required to list City as Additional Insured</u> a. Per Occurrence b. General Aggregate	a. \$500,000 b. \$1,000,000	a. \$1,000,000* b. \$2,000,000*	a. \$1,000,000* b. \$2,000,000*
Umbrella/Excess Liability	n/a	\$1,000,000	\$2,000,000 - \$4,000,000+
Commercial Automobile Liability Combined Single Limit per occurrence <u>Required to list City as Additional Insured</u>	\$500,000	\$1,000,000*	\$1,000,000*
Workers' Compensation <u>Waiver of Subrogation Required</u>	Statutory	Statutory	Statutory
Employers' Liability	100/500/100	500/500/500*	500/500/500*
Professional Liability <u>may be required</u> depending on nature of services provided by contract. Coverage required for professional service such as accountant, attorney, architect, design, engineering and most consultants.	\$500,000 per occurrence	\$1,000,000	\$1,000,000+ Consult Risk Management
Environmental/Pollution Liability <u>Required</u> if demolition, use of hazardous materials or environmentally sensitive.	n/a	\$1,000,000*	\$1,000,000+* Consult Risk Management
Crime / Fidelity Bond (loss of money or other property due to dishonest acts). Only for Contracts such as Banking, Janitorial, Fund Raising, TPA's and similar.	Consult Risk Management Amount depends on exposure to loss	Consult Risk Management Amount depends on exposure to loss	Consult Risk Management Amount depends on exposure to loss

Bid, Performance & Payment Bonds	Consult Risk Management	Consult Risk Management	Consult Risk Management
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The City may require higher limits of insurance depending upon the nature and scope of the project.

**** A combination of Umbrella/Excess and primary limit may be used to provide coverage for the amount shown.***

	Low Risks	Medium Risks	High Risks	Specialty Risks
Examples of various services contemplated by each Risk Profile	Desk Top Publishing Mail Sorting Word Processing Copying Landscaping (minor, no trees, no electrical or excavation) Microfilm services Small low risk repair or service jobs (usually those jobs <30 days duration and <\$500) Tennis Instructor Yoga Instructor	Appliance Repair Asbestos Removal (small proj) Carpentry Carpet Cleaners Concrete Work Drywall Contractor Excavation (minor) Fence Installation Fire Extinguisher Testing Fork Lift Repair Electrical Repair Elevator Maintenance HVAC Janitorial Landscaping (minor excav) Painting Paving Contractors Parks & Rec renovation Pest Control Plumbing Pool Cleaning Purchase of Goods or Service Refrigeration Roofing (1 story small project) Tree Maintenance Trade Contractors Welding (small project) Wrecker Services	Charters Excavation (large) Fireworks Displays Hi Tech equipment instal. Landscaping (major excavation, large equipment) Large Construction Painting above 1 story Road Contractor Roofing (large project) Power Lines Sewer Contractor Welding (large project)	Asbestos Removal Crane Service Demolition Environmental Hazard Heavy Construction Sensitive Equipment
Personal & Professional Services include, but are not limited to these examples	Appraiser Disc Jockey Discussion Leader Proofreader Landscape Design (small project) Title Search Firm	Accountant Advertising Agencies Other Appraisers Architect (small project) Attorney Consultants (most projects) Designer (most projects) EAP Insurance Brokers Instructor (physical activity) Landscape Design (other) Lobbyists Programmers Researcher Temporary Services	Architect (large project) Consultants (large project) Medical Services	Project or contract determined to require higher limits

Certificates of Insurance should include the following:

1. The City of Asheville listed as an additional insured on General Liability and Auto Liability policies.
2. Provide a Waiver of Subrogation on Workers' Compensation. If such Waiver is not available from insurer, contact Asheville Risk Management.
3. Disclose any self-insured retention (allowed only if pre-approved by Risk Management).
4. Designate the City of Asheville, PO Box 7148, Asheville NC 28802, as Certificate Holder.
5. Provide that the City shall be notified at least 30 days in advance of cancellation or material change in coverage.

Contract insurance requirements must be met. Receipt of a non-compliant certificate, other documentation of insurance or policies by the City or any of its representatives does **NOT** constitute a waiver of the vendor/contractor's obligation to fulfill the insurance requirements of the City.

It is recognized that a purchase order for the routine procurement of goods may not explicitly state insurance requirements. However, departments should review each acquisition to identify potential risks that may require the imposition of insurance requirements. The City's failure to request or demand evidence of insurance shall not constitute a waiver of any insurance requirement.

Those parties who do not meet the minimum requirements for insurance coverage may ask for an exception. A certificate of insurance for the maximum limits of coverage that are carried by the Contractor/Vendor must be submitted to the City Risk Manager along with a detailed explanation of services and/or products to be provided to the City by the Contractor/Vendor. The request will be reviewed by the City Risk Manager for a determination as to whether an exception will be made. Failure to obtain an exception will eliminate the requesting party as a Contractor/Vendor.

Insurance requirements subject to change without notice.

Contractor or vendor
providing service to the city

Insurance company providing coverage.
(can be multiple companies providing different lines,
ie. Insurer A: for general liability; Insurer B: for worker's Comp)

Policy Number
&
Effective Dates

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID: JN CITAS-1	DATE (MM/DD/YYYY) 02/08/08
PRODUCER Insurance Service of Asheville P. O. Box 530 Asheville NC 28802 Phone: 828-253-1668 Fax: 828-258-8164		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED ABC Construction 101 Main Street Asheville NC 28802		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: Travelers Insurance Company		20677	
		INSURER B: Zurich Insurance Company		2127	
		INSURER C:			
		INSURER D:			
		INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TIC 00012345	07/01/07	07/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIC 00023456	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	TIC 00045678	07/01/07	07/01/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TIC 00045678	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	OTHER Prof/Pollution	XYZ 00012345	07/01/07	07/01/08	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City of Asheville is added as additional insured.

CERTIFICATE HOLDER City of Asheville PO Box 7148 Asheville NC 28802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jonathan S. Nelson
--	--

ACORD 25 (2001/08)

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City shown as Certificate Holder

Medium Risk Profile

General Liability
(Required limits)

Auto Liability Limits
(Required limits)

Umbrella
Liability
may be required.

Workers
Compensation
(Required limits)

Pollution
Liability
may be required.

City of Asheville
must be shown as
additional Insured

Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: _____

Contract Number: _____

Name of Vendor, Bidder or Contractor: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above hereby certifies that he/she/it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4.

Additionally, the vendor, bidder or contractor acknowledges and certifies that subcontractors utilized for this contract or purchase shall not be on the aforementioned Final Divestment List pursuant to N.C. G.S 143C-6A-5(b).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.